

# EXHIBIT 3

**AMENDED AND RESTATED ORDER # 8**

This Amended and Restated Order #8 (hereinafter “Amended Order”), including the terms and conditions hereunder, incorporates by reference the terms of the Master Services Agreement dated as of February 5, 2021 (the “**Agreement**”) between Provider and Client (as defined below). If any terms of this Amended Order conflict with the terms of the Agreement, the terms of this Amended Order shall govern with respect to this Amended Order. Capitalized terms used but not defined in this Amended Order shall have the meanings ascribed in the Agreement.

<b>Commencement Date:</b>	November 15, 2021, December 15, 2021, January 15, 2022 and February 15, 2022 with respect to the October 2021 Units, November 2021 Units, December 2021 Units and January 2022 Units, respectively.		
<b>Facility:</b>	Provider Facility as determined by Provider.		
<b>Equipment hosted**:</b>	<b>Manufacturing Batch Month</b>	<b>Quantity &amp; Type of Unit (the “Units”)</b>	<b>Assumed power consumption per Unit (KWh):</b>
	October 2021	430 S19j PRO (100TH)	3.098
	November 2021	1,200 S19j PRO (100TH)	3.098
	December 2021	2,665 S19j PRO (100TH)	3.098
	January 2022	3,000 S19j PRO (100TH)	3.098
<b>Hosting-Services Rate:</b>	USD \$.0575 / KWh		
<b>Payment Due Prior to Installation:</b>	<p><b>USD \$15,355,931.14 on or before May 24, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• 25% (\$975,558.20) installment for October 2021 Units</li> <li>• 25% (\$2,513,685.00) installment for November 2021 Units</li> <li>• 25% (\$5,582,475.44) installment for December 2021 Units</li> <li>• 25% (\$6,284,212.50) installment for January 2022 Units</li> </ul> <p><b>USD \$1,365,781.48 on or before May 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• 35% (\$1,365,781.48) installment for October 2021 Units</li> </ul> <p><b>USD \$3,519,159.00 on or before June 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• 35% (\$3,519,159.00) installment for November 2021 Units</li> </ul> <p><b>USD \$7,815,465.61 on or before June 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• 35% (\$7,815,465.61) installment for December 2021 Units</li> </ul> <p><b>USD \$8,797,897.50 on or before July 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• 35% (\$8,797,897.50) installment for January 2022 Units</li> </ul> <p><b>USD \$2,001,779.42 on or before August 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• \$167,730.00, a 3-month prepayment for October 2021 Units to be applied as a credit against future monthly invoices for hosting services as they become due.</li> <li>• Remaining 40% installment (\$1,560,893.12) for October 2021 Units</li> <li>• Estimated 7% tax (\$273,156.30) for October 2021 Units</li> </ul> <p><b>USD \$5,193,787.80 on or before September 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• \$468,060.00, a 3-month prepayment for November 2021 Units to be applied as a credit against future monthly invoices for hosting services as they become due.</li> <li>• Remaining 40% installment (\$4,021,896.00) for November 2021 Units</li> <li>• Estimated 7% tax (\$703,831.80) for November 2021 Units</li> </ul> <p><b>USD \$11,534,553.82 on or before October 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• \$1,039,500.00, a 3-month prepayment for December 2021 Units to be applied as a credit against future monthly invoices for hosting services as</li> </ul>		

	<p>they become due.</p> <ul style="list-style-type: none"> <li>• Remaining 40% installment (\$8,931,960.70) for December 2021 Units</li> <li>• Estimated 7% tax (\$1,563,093.12) for December 2021 Units</li> </ul> <p><b>USD \$12,984,469.50 on or before November 25, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>• \$1,170,150.00, a 3-month prepayment for January 2022 Units to be applied as a credit against future monthly invoices for hosting services as they become due.</li> <li>• Remaining 40% installment (\$10,054,740.00) for January 2022 Units</li> <li>• Estimated 7% tax (\$1,759,579.50) for January 2022 Units</li> </ul>
<b>Estimated Delivery Date:</b>	<p>November 15, 2021 for October 2021 Units, December 15, 2021 for November 2021 Units, January 15, 2022 for December 2021 Units, and February 15, 2022 for January 2022 Units.</p> <p>Provider to notify Client as soon as reasonably possible in advance if Units will not be delivered by this date. Provider may terminate this Amended Order if substantially all the Units are not delivered within 60 days of the Estimated Delivery Date.</p>
<b>Fees:</b>	Equipment Configuration Fee: Waived
<b>Fees payable pursuant to Section 4 in connection with Service Termination/ Suspension</b>	<p>Equipment disconnection fee: \$25/Unit</p> <p>Storage Fee: \$10/month/Unit</p> <p>Reinstatement fee: \$25/Unit</p> <p>Equipment Recycle fee: \$25/Unit decommissioned or disposed of during the term</p>

**Amended Order Term.** Subject to acceptance by Provider, the term of this Amended Order shall commence on the **Commencement Date** and continue until the third anniversary of the Commencement Date (the “**Initial Term**”), unless sooner terminated (i) by Provider, as provided above, (ii) by mutual agreement of the parties, or (iii) pursuant to Section 4 of the Agreement. Unless earlier terminated, this Amended Order shall automatically renew for successive 12-month renewal terms (“**Renewal Term**”) unless terminated during a renewal term as set forth in the Agreement.

**Fees.** Client shall pay the fees provided for in this Amended Order. The Fees for Services will be determined initially by reference to the Assumed power consumption per Unit of each deployed Unit, multiplied by the Hosting-Services Rate (each as set forth above in this Amended Order). Subsequent invoices will contain any additional charges incurred by Client and adjustments resulting from any differences between the Fees for Services invoiced in the preceding month and the Fee for Services based on Provider’s determination of power utilized by Client during that month, as well as any adjustments to Provider’s estimate of power to be utilized by Client in the upcoming month. Fees for Services for each month shall be paid in advance, in accordance with Section 3 of the Agreement.

**Third Party Code.** Client shall indemnify, defend and hold harmless Provider and its affiliates, stockholders, directors, officers, employees, subcontractors and invitees from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising from or relating to Client’s installation or use of any non-standard software or firmware in connection with the Client Equipment. Notwithstanding any contrary provisions in the Agreement, if Client requests or suggests changes to Provider’s products or services, absent a separate custom development agreement Client grants Provider the right to incorporate such changes or suggestions into Provider’s products and services without restriction.

**Purchase/Delivery/Installation Schedule for Units:** Provider will procure the 7,295 Units referenced above from the manufacturer. The Client shall bear any, and all costs and expenses associated with shipping,


importing, and transporting the Units to the Facility as provided above. Client will pay \$9,074.96 for 430 Units and \$8,378.95 for the remaining 6,865 Units (total of \$61,423,724.55) in nine installments as referenced above. Client will pay 7% estimated tax (total of \$4,299,660.72) for the above reference Units. Estimated tax collected and not remitted, if any, will be applied to future hosting fees or refunded to Client in the event Provider exercises its right not to host the Units. Client will execute any necessary power of attorney and other documents required by customs broker to enable shipment of the Units to a Core Facility on Client's behalf. Any and all taxes with respect to the purchase of the equipment will be the responsibility of Client.


**Warranty:** Provider does not make and hereby disclaims all warranties with respect to the Units. Provider shall initiate warranty claims with Unit manufacturer. Provider cannot and does not guarantee that warranty claims will be accepted by manufacturer.

Client agrees and confirms that:

- (i) It has clean title to the Client Equipment and has not entered into any agreement that would interfere with Provider's exercise of its remedies under section 4.d of the Agreement;
- (ii) Neither Client nor Client's customers will use the Services for any illegal activity; and
- (iii) Neither Client nor its customers are subject to any sanctions imposed by the Office of Foreign Asset control of the U.S. Department of the Treasury.

**\*\*Client agrees to replace sold, damaged and other inoperable Units within 60 days to maintain the aggregate number of Units subject to this Amended Order. Additional equipment may be added to this Amended Order at the Hosted Services Rate provided upon the mutual agreement of Provider and Client.**

DocuSigned by:  
  
By: \_\_\_\_\_  
GEM Mining 1, LLC "Client"  
Name: Zeb Portanova  
Title: Manager  
Date: 6/30/2021

DocuSigned by:  
  
By: \_\_\_\_\_  
Core Scientific, Inc., "Provider"  
Name: Michael Trzupek  
Title: CFO  
Date: 6/8/2021